

**SECOND AMENDMENT TO CONTRACT
BETWEEN CITY OF LOS ANGELES AND MERCHANT AVIATION, LLC
FOR AIR SERVICE DEVELOPMENT CONSULTING FOR
LOS ANGELES WORLD AIRPORTS**

THIS SECOND AMENDMENT to the Contract, is made and entered into this _____ day of _____, 2025 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation, (“**City**”), acting by order of and through the Board of Airport Commissioners of the Department of Airports (“**Department**” or “**LAWA**”), and **MERCHANT AVIATION, LLC**, a New Jersey limited liability company (“**Contractor**”).

RECITALS

WHEREAS, the City and the Contractor entered into a contract (“**Contract**” also referred to as the “Original Contract”) dated October 6, 2023, under which the Contractor agreed to provide professional and expert air service development consulting for Los Angeles International Airport (LAX) for a term of twelve (12) months; and

WHEREAS, the Contract was made pursuant to a Request for Proposal; and

WHEREAS, the City and the Contractor amended the Original Contract, extending its term to October 5, 2026 (the “First Amendment”), and now wish to (1) extend the Original Contract term from thirty-six months to seventy-two months; (2) increase the compensation in the First Amendment by \$650,400, for a total amount not to exceed \$1,250,400; and (3) otherwise modify the Contract as provided herein; and

AMENDED TERMS AND CONDITIONS

NOW THEREFORE, that for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

Amendment No. 1. Contract Term.

- a. Section 1.1 of the Original Contract is hereby amended by deleting the words “twelve (12) months” and replacing it with “seventy-two (72) months (‘Term’).”
- b. Section 1.1 of the First Amendment is hereby deleted in its entirety.
- c. The last sentence of section 1.2 of the First Amendment is hereby deleted in its entirety.

Amendment No. 2. Compensation.

- a. Section 4.2 of the original Contract is hereby deleted in its entirety.

b. Section 2.1 of the First Amendment is deleted in its entirety and replaced with the following:

2.1 For all services provided under this Contract, the City shall pay Contractor a total amount not to exceed One Million Two Hundred Fifty Thousand Four Hundred (\$1,250,400).

c. Section 2.2 of the First Amendment is hereby deleted in its entirety.

Amendment No. 3. The parties agree that the terms “Consultant” and “Contractor” are interchangeable with one another in the Original Contract, the First Amendment and in this Second Amendment to the Contract.

Amendment No. 4. The parties agree that references to “Executive Director” in the Original Contract, includes the “Chief Executive Officer.”

Amendment No. 5 Contract in Full Force. Except as amended and modified by this Second Amendment, the terms and conditions of the Original Contract and the First Amendment remain the same and are in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by the Chief Executive Officer of LAWA and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written. Each individual who executes this Second Amendment Contract on behalf of a party represents that they are duly authorized to execute this Second Amendment to the Contract and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:
Hydee Feldstein Soto,
City Attorney

CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: _____

By: _____
Assistant/Deputy City Attorney

By: _____
Chief Executive Officer

ATTEST:

MERCHANT AVIATION, LLC, a New Jersey limited liability company

By _____
Signature (Witness)

Print Name

By  _____
Signature

Stephane DAUBA

Print Name

CEO

Print Title